

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

JAMES BRADLEY MOORE and  
COLLETTE L.S. MOORE,

PLAINTIFF,

v.

WELLS FARGO BANK, N.A.,

DEFENDANT.

No. 1:22-CV-3045-TOR

STIPULATED PROTECTIVE  
ORDER

**1. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties stipulate to and petition the Court to enter the following Stipulated Protective Order. It does not confer blanket protection on all disclosures or responses to discovery. The protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

**2. “CONFIDENTIAL” MATERIAL**

“Confidential” material shall include the following documents and tangible things produced or otherwise exchanged: Plaintiffs’ personal financial information, and documents containing confidential or business proprietary information of Wells

1 Fargo or containing the personal identifying information of Plaintiffs or any other  
2 individual.

### 3 **3. SCOPE**

4 The protections conferred by this agreement cover not only confidential  
5 material (as defined above), but also (1) any information copied or extracted from  
6 confidential material; (2) all copies, excerpts, summaries, or compilations of  
7 confidential material; and (3) any testimony, conversations, or presentations by  
8 parties or their counsel that might reveal confidential material. However, the  
9 protections conferred by this agreement do not cover information that is in the  
10 public domain or becomes part of the public domain through trial or otherwise.  
11

### 12 **4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

13 4.1 Basic Principles. A receiving party may use confidential material that  
14 is disclosed or produced by another party or by a non-party in connection with this  
15 case only for prosecuting, defending, or attempting to settle this litigation.  
16 Confidential material may be disclosed only to the categories of persons and under  
17 the conditions described in this agreement. Confidential material must be stored  
18 and maintained by a receiving party at a location and in a secure manner that ensures  
19 that access is limited to the persons authorized under this agreement.

20 4.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
21 otherwise ordered by the Court or permitted in writing by the designating party, a  
22 receiving party may disclose any confidential material only to:

23 (a) the receiving party's counsel of record in this action, as well as  
24 employees of counsel to whom it is reasonably necessary to disclose the information  
25 for this litigation;

26 (b) the officers, directors, and employees (including in house counsel) of  
27 the receiving party to whom disclosure is reasonably necessary for this litigation,  
28

1 unless the parties agree that a particular document or material produced is for  
2 “Attorney’s Eyes Only” and is so designated;

3 (c) experts and consultants to whom disclosure is reasonably necessary for  
4 this litigation and who have signed the “Acknowledgment and Agreement to Be  
5 Bound” (Exhibit A);

6 (d) the Court, court personnel, and court reporters and their staff;

7 (e) copy or imaging services retained by counsel to assist in the  
8 duplication of confidential material, provided that counsel for the party retaining  
9 the copy or imaging service instructs the service not to disclose any confidential  
10 material to third parties and to immediately return all originals and copies of any  
11 confidential material;

12 (f) during their depositions, witnesses in the action to whom disclosure is  
13 reasonably necessary and who have signed the “Acknowledgment and Agreement  
14 to Be Bound” (Exhibit A), unless otherwise agreed by the designating party or  
15 ordered by the Court. Pages of transcribed deposition testimony or exhibits to  
16 depositions that reveal confidential material must be separately bound by the court  
17 reporter and may not be disclosed to anyone except as permitted under this  
18 agreement;

19 (g) the author or recipient of a document containing the information or a  
20 custodian or other person who otherwise possessed or knew the information.

21 4.3 Filing Confidential Material. Before filing confidential material or  
22 discussing or referencing such material in court filings, the filing party shall confer  
23 with the designating party to determine whether the designating party will remove  
24 the confidential designation, whether the document can be redacted, or whether a  
25 motion to seal, or stipulated agreement, and proposed order is warranted. During  
26 the meet and confer process, the designating party must identify the basis for sealing  
27 the specific confidential information at issue, and the filing party shall include this  
28

1 basis in its motion to seal, along with any objection to sealing the information at  
2 issue. A party who seeks to maintain the confidentiality of its information must  
3 satisfy the legal standard for said information to be filed under seal, even if it is not  
4 the party filing the motion to seal. Failure to satisfy this requirement will result in  
5 the motion to seal being denied, in accordance with the strong presumption of public  
6 access to the Court's files.

## 7 **5. DESIGNATING PROTECTED MATERIAL**

### 8 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

9 Each party or non-party that designates information or items for protection under  
10 this agreement must take care to limit any such designation to specific material that  
11 qualifies under the appropriate standards. The designating party must designate for  
12 protection only those parts of material, documents, items, or oral or written  
13 communications that qualify, so that other portions of the material, documents,  
14 items, or communications for which protection is not warranted are not swept  
15 unjustifiably within the ambit of this agreement. Mass, indiscriminate, or routinized  
16 designations are prohibited. Designations that are shown to be clearly unjustified  
17 or that have been made for an improper purpose (e.g., to unnecessarily encumber or  
18 delay the case development process or to impose unnecessary expenses and burdens  
19 on other parties) expose the designating party to sanctions. If it comes to a  
20 designating party's attention that information or items that it designated for  
21 protection do not qualify for protection, the designating party must promptly notify  
22 all other parties that it is withdrawing the mistaken designation.

23  
24 **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
25 this agreement (see, e.g., second paragraph of section 5.2(b) below), or as otherwise  
26 stipulated or ordered, disclosure or discovery material that qualifies for protection  
27 under this agreement must be clearly so designated before or when the material is  
28 disclosed or produced.

1 (a) Information in documentary form: (e.g., paper or electronic documents  
2 and deposition exhibits, but excluding transcripts of depositions or other pretrial or  
3 trial proceedings), the designating party must affix the word “CONFIDENTIAL”  
4 to each page that contains confidential material. If only a portion or portions of the  
5 material on a page qualifies for protection, the producing party also must clearly  
6 identify the protected portion(s) (e.g., by making appropriate markings in the  
7 margins).

8 (b) Testimony given in deposition or in other pretrial proceedings: the  
9 parties and any participating non-parties must identify on the record, during the  
10 deposition or other pretrial proceeding, all protected testimony, without prejudice  
11 to their right to so designate other testimony after reviewing the transcript. Any  
12 party or non-party may, within fifteen days after receiving the transcript of the  
13 deposition or other pretrial proceeding, designate portions of the transcript, or  
14 exhibits thereto, as confidential. If a party or non-party desires to protect  
15 confidential information at trial, the issue should be addressed during the pre-trial  
16 conference.

17 (c) Other tangible items: the producing party must affix in a prominent  
18 place on the exterior of the container or containers in which the information or item  
19 is stored the word “CONFIDENTIAL.” If only a portion or portions of the  
20 information or item warrant protection, the producing party, to the extent  
21 practicable, shall identify the protected portion(s).

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
23 failure to designate qualified information or items does not, standing alone, waive  
24 the designating party’s right to secure protection under this agreement for such  
25 material. Upon timely correction of a designation, the receiving party must make  
26 reasonable efforts to ensure that the material is treated in accordance with the  
27 provisions of this agreement.  
28

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any party or non-party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The parties must make every attempt to resolve any dispute regarding confidential designations without court involvement. Any motion regarding confidential designations or for a protective order must include a certification, in the motion or in a declaration or affidavit, that the movant has engaged in a good faith meet and confer conference with other affected parties in an effort to resolve the dispute without court action. The certification must list the date, manner, and participants to the conference. A good faith effort to confer requires a face to-face meeting or a telephone conference.

6.3 Judicial Intervention. If the parties cannot resolve a challenge without court intervention, the designating party may file and serve a motion to retain confidentiality under Local Civil Rule 7. The burden of persuasion in any such motion shall be on the designating party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the challenging party to sanctions. All parties shall continue to maintain the material in question as confidential until the Court rules on the challenge.

## 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

1 If a party is served with a subpoena or a court order issued in other litigation  
2 that compels disclosure of any information or items designated in this action as  
3 “CONFIDENTIAL,” that party must:

4 (a) promptly notify the designating party in writing and include a copy of  
5 the subpoena or court order;

6 (b) promptly notify in writing the party who caused the subpoena or order  
7 to issue in the other litigation that some or all of the material covered by the  
8 subpoena or order is subject to this agreement. Such notification shall include a  
9 copy of this agreement; and

10 (c) cooperate with respect to all reasonable procedures sought to be  
11 pursued by the designating party whose confidential material may be affected.

12 **8. UNAUTHORIZED DISCLOSURE OF PROTECTED**  
13 **MATERIAL**

14 If a receiving party learns that, by inadvertence or otherwise, it has disclosed  
15 confidential material to any person or in any circumstance not authorized under this  
16 agreement, the receiving party must immediately (a) notify in writing the  
17 designating party of the unauthorized disclosures, (b) use its best efforts to retrieve  
18 all unauthorized copies of the protected material, (c) inform the person or persons  
19 to whom unauthorized disclosures were made of all the terms of this agreement,  
20 and (d) request that such person or persons execute the “Acknowledgment and  
21 Agreement to Be Bound” that is attached hereto as Exhibit A.

22 **9. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
23 **OTHERWISE PROTECTED MATERIAL**

24 When a producing party gives notice to receiving parties that certain  
25 inadvertently produced material is subject to a claim of privilege or other protection,  
26 the obligations of the receiving parties are those set forth in Fed. R. Civ. P.  
27 26(b)(5)(B). This provision is not intended to modify whatever procedure may be  
28

1 established in an e-discovery order or agreement that provides for production  
 2 without prior privilege review. The parties agree to the entry of a non-waiver order  
 3 under Fed. R. Evid. 502(d) as set forth herein.

#### 4 **10. NON TERMINATION AND RETURN OF DOCUMENTS**

5 Within 60 days after the termination of this action, including all appeals, each  
 6 receiving party must return all confidential material to the producing party,  
 7 including all copies, extracts and summaries thereof. Alternatively, the parties may  
 8 agree upon appropriate methods of destruction.  
 9

10 Notwithstanding this provision, counsel are entitled to retain one archival  
 11 copy of all documents filed with the Court, trial, deposition, and hearing transcripts,  
 12 correspondence, deposition and trial exhibits, expert reports, attorney work product,  
 13 and consultant and expert work product, even if such materials contain confidential  
 14 material.

15 The confidentiality obligations imposed by this agreement shall remain in  
 16 effect until a designating party agrees otherwise in writing or a court orders  
 17 otherwise.

18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

19 DATED this 6th day of December, 2022.

20 NORTHWEST CONSUMER LAW

21 /s/ Amanda N. Martin

22 Amanda N. Martin, WSBA #49581

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CENTER



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*Attorneys for Defendant*

PURSUANT TO STIPULATION, IT IS SO ORDERED.

IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any documents in this proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law.

DATED: December 7, 2022.



*Thomas O. Rice*

The Honorable Thomas O. Rice  
United States District Court Judge

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name],  
of \_\_\_\_\_ [print or type full address],  
declare under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for  
the Eastern District of Washington on [date] in the case of *Moore v. Wells Fargo  
Bank, N.A.*, Case #1:22-CV-3045-TOR. I agree to comply with and to be bound by  
all the terms of this Stipulated Protective Order, and I understand and acknowledge  
that failure to so comply could expose me to sanctions and punishment in the nature  
of contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person  
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Eastern District of Washington for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_